



FACILITY RENTAL AGREEMENT

The purpose of this **Dasmesh School Winnipeg Facility Rental Agreement** is to manage and reduce the risk of injury to persons using the **Dasmesh School Winnipeg** facility and grounds. It is to the benefit of the individual / group wishing to use this property to take all reasonable steps to reduce the risk of injury.

Dasmesh School Winnipeg therefore requires that you (the outside user / applicant, herein called **Renter**) demonstrate to the satisfaction of **Dasmesh School Winnipeg** that there will be sufficient controls in place to follow the conditions of the permit and to prevent foreseeable harm or property damage related to activities at the event.

Dasmesh School Winnipeg has developed this **Dasmesh School Winnipeg Facility Rental Agreement** in order to:

- Establish rules for the use and operation of these facilities by outside individuals and user groups.
- Promote safe, responsible use of these facilities.
- Reduce the risk of injuries / property damage and subsequent liability risk.

Renter will not be permitted use of the Dasmesh School Winnipeg facility or grounds unless they accept the **CONDITIONS** printed herein. **Renter** hereby agrees to indemnify and save harmless Dasmesh School Winnipeg from all claims arising from the event / function.

1. The **Renter** whom completed and signed the Dasmesh School Facility Rental Agreement must be on-site and readily accessible to the Dasmesh School Winnipeg Supervisor or designate on-duty at all times during the duration of the event.
2. A completed Dasmesh School Facility Rental Agreement and submission of the Non-Refundable Hold Deposit is required to secure a rental date / time.
3. **Renter** shall only be allowed access to the designated areas indicated on the Dasmesh School Winnipeg Facility Rental Agreement.
4. Due to the scheduling of events and staff demands in the facility, Dasmesh School Winnipeg can only provide **Renter** with the rental timeframe stated on the Dasmesh School Winnipeg Facility Agreement. Dasmesh School Winnipeg Facility is to be used only on the date(s), timeframe and purpose indicated on the Dasmesh School Winnipeg Rental Agreement.
5. **Renter** may only enter the facility at the start time stated on the Dasmesh School Winnipeg Rental Agreement. **Renter** must have the facility fully vacated and cleared at the end time outlined on the Dasmesh School Winnipeg Rental Agreement.
6. **Renter** shall be responsible for event set-up within allotted rental timeframe outlined on the Dasmesh School Rental Agreement.
7. **Renter** shall be responsible for event take-down within allotted rental timeframe outlined on the Dasmesh School Rental Agreement.
8. **Renter** shall NOT be permitted to move or remove the furniture housed in Dasmesh School Winnipeg.



9. **Renter** must be aware that there may be events / rentals / programs occurring in the other areas of the facility before, during and after their event. These events / rentals / programs may be utilizing various Dasmesh School Winnipeg equipment (tables, chairs, etc), thus this equipment may not be fully accessible. Please be aware that back-to-back events may be scheduled in the facility.
10. **Renter** will protect, indemnify and save harmless Dasmesh School Winnipeg, its servants or agents, of and from all claims for injuries or damages that may arise out of the use of buildings / facilities / grounds by the **Renter**.
11. Dasmesh School Winnipeg is not responsible for any personal injuries occurring to **Renter**, his/her guests, agents, independent contractors acting on his / her behalf during the period the premises are under his / her control.
12. **Renter** shall be responsible for any damages to Dasmesh School Winnipeg premises by his / her guests, agents, independent contractors acting on his / her behalf during the period the premises are under his / her control.
13. Dasmesh School Winnipeg is not responsible for damage or loss of any articles left in the facility prior to, during, or following any event by the **Renter**, his / her guests, agents, independent contractors acting on his / her behalf.
14. Dasmesh School Winnipeg Event Supervisor or designate on-duty during the duration of the event reserves the right to make management decisions for the well-being of the people in attendance or to help reduce the potential damages to the facility. **Their decision shall be FINAL.**
15. **A Non-Refundable Deposit of \$250.00 is required to book a rental date / time and is due upon signing the Dasmesh School Winnipeg Rental Agreement and shall be used towards damage deposit.**
16. In instances where the Renter submitted a Non-Refundable Hold Deposit – upon cancelation, Renters forfeit the Non-Refundable Deposit provided upon signing the Dasmesh School Winnipeg Rental Agreement.
 - a. If the event has to be postponed or cancelled due to Public Health Orders issued by the Government of Manitoba – Renter can request the following:
 - i. Cancel the event and receive a refund for the amount paid.
 - ii. Postpone the event for a future date – pending availability, we would work with you to try to find a suitable date to reschedule your event.
17. A Damage Deposit is required for events at Dasmesh School Winnipeg.
 - a. **Renter** shall be responsible for any loss or damage to Dasmesh School Winnipeg facilities or equipment resulting from use by the Renter, his / her guests, agents, independent contractors acting on his / her behalf. If damage to Dasmesh School Winnipeg occurs and the cost to repair said damage is under the amount paid for by the damage deposit, Dasmesh School Winnipeg will utilize funds from the damage deposit to repair the facility / equipment. The remaining funds, less the cost of the repairs, will then be refunded to the Renter. If damage to Dasmesh School Winnipeg facility or equipment occurs and the cost to repair said damage is over and above the amount paid, it is the Renter's responsibility to absorb the additional cost required to repair the facility / equipment.



- b. If Dasmesh School Winnipeg is left in unsuitable condition – i.e., excessive mess in any area of the facility utilized, including sticky floors, non-wiped tables / chairs, food particles / garbage left around the facility, excessive mess within the washroom facilities, decorations not taken down, etc., - Dasmesh School Winnipeg reserves the right to utilize funds from the damage deposit to off-set the additional facility cleaning costs. The remaining funds, less the cost of the cleaning (supplies, staff wages, etc.) will then be refunded. If the cost to recuperate Dasmesh School Winnipeg is over and above the amount paid by the damage deposit, it is the **Renters** responsibility to absorb the additional cost required to bring the facility back up to standard.
18. Dasmesh School Winnipeg Event Supervisor or designate shall inspect the facility and areas used for evidence of damage or improper use and complete / sign a Dasmesh School Winnipeg Event Checklist Form. The Dasmesh School Winnipeg Event Checklist Form will act as evidence of such loss or damage and Renter shall pay the amount of such loss or damage upon demand being made by Dasmesh School Winnipeg.
19. **Renter** is encouraged to accompany Dasmesh School Winnipeg Event Supervisor or designate during this inspection and sign the completed Dasmesh School Winnipeg Event Checklist Form to ensure they are fully aware of any discrepancies that occurred at the time of their event.
20. Dasmesh School Winnipeg will issue a refund of the Damage Deposit to the Renters in the appropriate amount. Dasmesh School Winnipeg takes up to 30 (thirty) days to process refunds. The refund will be sent via mail to the address stated on the Dasmesh School Winnipeg Facility Rental Agreement. If you require the refund to be sent to another individual, please note this on the Dasmesh School Winnipeg Rental Agreement.
21. **Renter** shall be responsible for disposing of all waste generated within any area of the facility utilized - which must be cleaned-up, bagged and disposed of properly in the garbage receptacles provided within the allotted Rental timeframe outline on the Dasmesh School Winnipeg Facility Rental Agreement.
22. **Renter** shall be responsible for disposing of excess drinks into a spill bucket, removing all empty cups, dishes, food particles, etc., and wiping down the tables / chairs within the allotted Rental timeframe outlined on the Dasmesh School Winnipeg Facility Rental Agreement.
23. **Renter** shall be responsible to ensure that any preparation areas are fully cleaned and left in good order within the allotted Rental timeframe outlined on the Dasmesh School Winnipeg Facility Rental Agreement.
24. **Renter** shall be responsible for all décor and must ensure all décor items are taken down and removed from the facility within the allotted Rental timeframe outlined on the Dasmesh School Winnipeg Facility Rental Agreement.
25. Use of Dasmesh School Winnipeg materials / equipment / furniture, other than materials / equipment / furniture outlined in the Rental Fee, is prohibited. Use of Dasmesh School Winnipeg materials / equipment / furniture cannot be used without prior written permission. Renter shall provide any additional materials / equipment / furniture at their own cost.
26. Decorations placed on the walls must only be put up with masking tape. No packing tape, scotch tape or duct tape is to be used in the facility. No nails, tacks, etc. must be used in the facility that may damage the walls.



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27. Sparkles, confetti, helium balloons, hay bales or smoke machines are NOT permitted to be used in Dasmesh School Winnipeg.
28. Without prior written permission from Dasmesh School Winnipeg, no structure or apparatus should be placed upon or be erected on Dasmesh School Winnipeg property.
29. Renter acknowledges that Dasmesh School Winnipeg is not in any way responsible for the safety or personal injuries resulting to those decorating the facility.
30. No liquor is to be brought onto, serviced and / or consumed on the premises without specific approval of Dasmesh School Winnipeg and a valid Occasional Liquor Permit issued by the Manitoba Liquor Control Commission.
31. The Manitoba Liquor & Lotteries Occasional Liquor Permit must be displayed on the premises at all times while alcohol is in Dasmesh School Winnipeg and while alcohol is being served. All conditions of the permit must be adhered to at all times.
32. Liquor is only permitted in the Gym/Hall of Dasmesh School Winnipeg.
33. The bar area closes at 12:00 am. Renters must ensure the removal and / or disposal of all alcoholic beverages brought into Dasmesh School Winnipeg by 1:00 a.m. For every hour after 1:00 am, the Renter shall \$100 as extra payment.
34. Dasmesh School Winnipeg is subject to inspection by a facility designate and / or Manitoba Liquor & Lotteries Inspector AT ANY TIME. Any violations of the Occasional Liquor Permit or Dasmesh School Winnipeg Facility Rental Agreement will result in termination of the Dasmesh School Winnipeg Facility Rental Agreement and forfeiture of all fees paid – i.e, the social event will be immediately shut down and the premises must be fully vacated. This includes infractions during the scheduled event set up.
35. Manitoba Liquor & Lotteries notify the RCMP of all rentals / activities that occur at Dasmesh School Winnipeg if a Manitoba Liquor & Lotteries Occasional Liquor Permit has been issued.
36. SMOKING IS STRICTLY PROHIBITED IN ALL DASMESH SCHOOL WINNIPEG PREMISES.
37. Dasmesh School Winnipeg facility and areas shall not be used for private gain except if specifically approved under the Dasmesh School Winnipeg Facility Rental Agreement.
38. **Renter**, who is granted continued use of Dasmesh School Winnipeg facility and areas, must give one week's notice in writing before the date of any discontinuance. Dasmesh School Winnipeg, however, reserves the right to discontinue any Rental Agreement on any notice.
39. Dasmesh School Winnipeg Facility Rental Agreements are not transferable.
40. Appropriate footwear must be worn in Dasmesh School Winnipeg if used for sports activities.
41. Dasmesh School Winnipeg Facility Rental Agreements are subject to all bylaws of the RM of West St. Paul and regulations hereunder governing the use of public buildings within the RM of West St. Paul.
42. Improper use of Dasmesh School Winnipeg property, for the use of which a Dasmesh School Winnipeg Facility Rental Agreement has been granted, will result in immediate cancellation of the Rental Agreement.
43. No admittance charge shall be made or tickets sold in advance, or a collection of any kind taken, unless the intention to make such charges, sell such tickets, or take a collection is stated on the Dasmesh School Winnipeg Facility Rental Agreement, and is approved, or is a normal part of the event being held.



Rates & Fees

The Renter agrees to pay a basic rental fee plus a 5% GST broken down as follows:

1. Wedding/Social/Birthday Party

Hall Rent	Chairs	Tables	Clean Up	Damage Deposit	Extra Hours after 1:00 AM
\$1150.00	\$1.00 per Chair \$1 x _____ = \$ _____	\$2.00 per Table \$2x _____ = \$ _____	\$250.00	\$500.00	\$100 per hour \$100x _____ = \$ _____
Sub Total \$ _____		GST \$ _____	Total Rental Fees		\$ _____

2. Volleyball/Basketball Games:

Hourly Rate \$55 per hour \$55 x _____ = \$ _____	Damage Deposit \$300.00		
Sub Total \$ _____	GST \$ _____	Total Rental Fees	Total Rental Fees

 Renter Name

 Renter Signature

Renters Address: _____

Renters Phone Number: _____

Renters Personal ID: _____

VOID cheque provided: Yes No

Payment via debit/credit card: Yes No

Payment via CASH: Yes No

 Dasmesh School Winnipeg

 Date